

## *St. Louis City Ordinance 64101*

FLOOR SUBSTITUTE

BOARD BILL NO. [97] 78

INTRODUCED BY ALDERMAN PHYLLIS YOUNG

An ordinance recommended by the Port Commission and the Board of Public Service to amend Ordinance 59787 pertaining to a lease agreement of THREE HUNDRED FEET (300') of mooring rights at a point approximately One Thousand Four Hundred Feet (1,400') north of the Poplar Street Bridge (approximately starting 1 + 20.68 on the Flood wall) and to extend Three Hundred Feet (300') northward, as amended by Ordinances 62026 and by 62640, authorizing and directing the Mayor and Comptroller to execute a third amendment to said Lease agreement pertaining to the exercise of a second extension option and permitting the mooring of the M/V Becky Thatcher and M/V Tom Sawyer at said location, and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

Section One. Ordinance 59787 pertaining to the Lease of THREE HUNDRED FEET (300') of mooring rights at a point approximately One Thousand Four Hundred Feet (1,400') north of the Poplar Street Bridge (approximately starting 1 + 20.68 on the Floodwall) and to extend Three Hundred Feet (300') northward as amended by Ordinance 62026 and by 62640 is hereby amended by authorizing and directing the Mayor and the Comptroller to execute a third amendment to said Lease agreement, pertaining to the exercise of a second extension option and permitting the mooring of the M/V Becky Thatcher and M/V Tom Sawyer at said location, in words and figures substantially as follows:

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 1997, by and between the CITY OF ST. LOUIS (◆Lessor◆) and PRESIDENT RIVERBOAT CASINO-MISSOURI, INC., a Missouri corporation (◆Lessee◆).

WITNESSETH, THAT:

WHEREAS, on August 7, 1986, the City of St. Louis and James B. Eads Corporation (◆Eads◆) entered into a certain Lease Agreement for mooring rights; and

WHEREAS, on December 29, 1986, Eads and Eagle Marine Industries, Inc. (Eagle) merged, with Eagle surviving and succeeding to the interests under the said Lease Agreement dated August 7, 1986; and

WHEREAS, on February 24, 1987, Eagle assigned all of its rights in the said Lease Agreement dated August 7, 1986, to St. Louis River Cruise Lines, Inc. (SLRC); and

WHEREAS, on July 16, 1990, said Lease Agreement dated August 7, 1986, was modified by an Amended Lease Agreement (the First Amendment); and

WHEREAS, effective as of May 8, 1992, SLRC assigned all of its rights in the said Lease Agreement dated August 7, 1986, as amended by the First Amendment to the Connelly Group-Missouri, a Missouri general partnership; and

WHEREAS, effective June 19, 1992, said Lease Agreement dated August 7, 1986, as amended by the First Amendment was modified by a Second Amendment to Lease Agreement (the Second Amendment) between the City and the Connelly Group-Missouri; and

WHEREAS, effective December 17, 1992, The Connelly Group-Missouri assigned all of its rights in the above-mentioned Lease Agreement as amended by the First Amendment and modified by the Second Amendment to President Riverboat Casino-Missouri, Inc., a Missouri corporation; and

WHEREAS, said Lease Agreement, as amended by the First Amendment and modified by the Second Amendment, is hereinafter referred to as the Lease; and

WHEREAS, pursuant to Ordinance \_\_\_\_\_, Lessor and Lessee desire to amend the Lease for such purposes as are more fully set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Lessor and Lessee agree and acknowledge that the second extension option under paragraph 2 of the Lease is hereby deemed to have been exercised by Lessee in a timely fashion and the term of the Lease shall continue accordingly.

2. The first and second paragraphs of Paragraph #1 of the Lease as amended by the First Amendment and modified by the Second Amendment are hereby deleted and in lieu thereof the following is inserted:

First Paragraph

◆ This Agreement made and entered into, effective as of the 7th day of August, 1986, by and between the City of St. Louis, a Municipal corporation of the State of Missouri, hereinafter called Lessor, through its Mayor and Comptroller, and President Riverboat Casino-Missouri, Inc., a Missouri corporation, successor in interest to the James B. Eads Corporation, the St. Louis River Cruise Lines, Inc., the Connelly Group-Missouri, hereinafter called Lessee.◆

Second Paragraph

◆ Three Hundred Feet (300') starting at a point approximately One Thousand Four Hundred Feet (1,400') north of the Poplar Street Bridge (approximately starting 1+20.68 on the Floodwall) and to extend Three Hundred Feet (300') northward for the purpose of mooring the M/V Becky Thatcher and M/V Tom Sawyer to be used for year round cruise operations.

3. The first sentence of Paragraph #4 of the Lease as amended by the first Amendment and modified by the Second Amendment is hereby deleted and in lieu thereof the following is inserted:

◆ 4. The above described area shall be used for the purpose of mooring the M/V Becky Thatcher and M/V Tom Sawyer to be used for year around cruise operations.◆

4. In all other respects, the Lease remains unchanged.

IN WITNESS WHEREOF, we set our hand the date first written above.  
CITY OF ST. LOUIS

Mayor

Comptroller

APPROVED AS TO FORM, ONLY

City Counselor

Register

PRESIDENT OF RIVERBOAT CASINO-MISSOURI INC.

President

ATTEST:

STATE OF MISSOURI )

) SS

CITY OF ST. LOUIS )

On this \_\_\_\_ day of \_\_\_\_\_, 1997, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of St. Louis, a municipal corporation of Missouri, and that said instrument was signed by him on behalf of said City of St. Louis; and said Mayor acknowledged said instrument to be the free act and deed of said City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and the year first above written.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

STATE OF MISSOURI )

) SS

CITY OF ST. LOUIS )

On this \_\_\_\_ day of \_\_\_\_\_, 1997, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, a municipal corporation of Missouri, and that said instrument was signed by her on behalf of said City of St. Louis; and said Comptroller acknowledged said instrument to be the free act and deed of said City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and the year first above written.

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Notary Public

(SEAL)

My Commission Expires:

STATE OF MISSOURI )  
) SS  
CITY OF ST. LOUIS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the President of Riverboat Casino-Missouri Inc., and that said instrument was signed by him on behalf of said Riverboat Casino-Missouri Inc.; and said President acknowledged said instrument to be the free act and deed of said City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and the year first above written.

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Notary Public

(SEAL)

My Commission Expires:

Section Two. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
05/09/97	05/09/97	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
06/20/97			06/27/97	07/11/97
ORDINANCE	VETOED		VETO OVR	
64101				

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